

**SCOTLAND
EDUCATION
ASSOCIATION**

2013-2014

2014-2015

2015-2016

**PROFESSIONAL
AGREEMENT**

**SCOTLAND
BOARD OF EDUCATION**

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PREAMBLE

This Agreement is made and entered into between the **Scotland Board of Education** (hereinafter referred to as the "Board") and the **Scotland Education Association** (hereinafter referred to as "Association").

ARTICLE I RECOGNITION

Section 1.1

The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees employed by the Board in positions requiring a teaching certificate and/or employees holding a durational shortage area permit in accordance with the C.G.S. (Section) 10-153(a) et. seq., as it may be amended from time to time, excluding professional employees included in the administrator's unit, and specifically excluding the principal.

Section 1.2 Durational Shortage Area Permit (DSAP)

- A. Teachers holding a DSAP shall be covered by all the terms and conditions of the collective bargaining Agreement, except the following:
 - 1. Article V (Teacher Benefits), Section 5.5.
 - 2. Article IX (Teaching Assignments And Transfers).
 - 3. Article XI (Reduction In Force).
- B. A DSAP holder shall not accrue seniority or length of service for any purpose in the Scotland Public School System. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
- C. The Board shall have the right not to renew and/or to terminate the employment of a DSAP holder and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

Section 1.2 Long-Term Substitute Teachers

- A. A "Long-Term Substitute Teacher" shall be defined as a certified teacher employed by the Board in the same assignment for more than forty (40) school days, typically to fill temporarily a position held by a member of the bargaining unit while that member is on medical, maternity, or other leave, or to fill temporarily a vacant position until a teacher is employed. It is intended that this definition of Long-Term Substitute be the same as that under Connecticut's statutes and regulations, as amended.

- B. After forty (40) school days in the same assignment, Long-Term Substitute Teachers shall be covered by all the terms and conditions of the collective bargaining Agreement, except the following:
1. Article V (Teacher Benefits).
 2. Article IX (Teaching Assignments And Transfers).
 3. Article XI (Reduction In Force).
 4. Article XII (Leaves of Absence).
- C. Subsection B of this section should not be read as an attempt to prevent Long-Term Substitute Teacher from fulfilling his or her legal obligation to participate in jury duty. It refers only to the Board's obligations under this Agreement.
- D. If, after forty (40) consecutive days in the same assignment, a Long-Term Substitute Teacher's pay is not already at the first step of the Bachelor's scale, it will be raised to that step. It will remain at that step for the remaining duration of the assignment, paid per-diem and pro-rata consistent with the hours worked in a given day (e.g. full-day vs. half-day).
- E. The Board shall have the right not to renew and/or terminate the employment of a Long-Term Substitute Teacher and the Long-Term Substitute Teacher shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

ARTICLE II **AMENDMENT**

Section 2.1

The Board and the Association agree to consult periodically on matters of mutual concern, either by committee or by designated representatives. This Agreement may be amended only by mutual agreement in writing, executed by the Chairman of the Board of Education and the President of the Association. Such document shall be appended hereto. Members of the Board of Education, Administrators and teachers all recognize the importance of mutual responsible participation in the education process.

ARTICLE III **BOARD POLICIES**

Section 3.1

Each teacher shall be given a copy of this Agreement by the Superintendent or his designee no later than the first day of each school year, or for a new teacher, before said teacher begins employment.

A copy of board policies shall be placed in the faculty room and shall be updated or amended as needed.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.1 Purpose

The purpose of this procedure is to address grievances at the lowest possible administrative level. The proceedings concerning grievances shall be kept as confidential as is appropriate.

Section 4.2 Definitions

- A. "Grievance" means a claim that there has been a misinterpretation, misapplication, or alleged breach of a specific and explicit provision of this Agreement.
- B. "Days" shall mean days that the Board of Education central office is open.
- C. "Party in Interest" shall mean the person or persons making the claim, and any bargaining unit member who might be required to take action or against whom action might be taken in order to resolve the problem.

Section 4.3 Informal Procedure

- A. If a teacher feels he or she has a grievance, he or she may first discuss the matter with the Principal in an effort to resolve the problem informally. The Principal, within four (4) working days after meeting with the teacher, shall address this issue.
- B. If such disposition is not satisfactory to the teacher, he or she may have the Association assist him or her in further efforts to resolve the problem informally with the Principal.

Section 4.4 Formal Procedures

A. STEP ONE:

1. Any grievance must be submitted in writing no later than ten (10) days following the event or occurrence giving rise to the grievance. Any grievance not resolved by informal procedures shall be presented to the Principal in writing. This action shall initiate formal procedures. The grievance shall set forth the alleged facts, the provision of the contract allegedly misinterpreted, misapplied or breached, and a suggested remedy.
2. The Principal shall within five (5) days after receipt of the referral meet with the aggrieved teacher, and with representatives of the Association if the teacher so desires, for the purpose of resolving the grievance.
3. The Principal shall, within three (3) days after the hearing, render his or her decision and

the reasons therefor to the aggrieved teacher.

C. STEP TWO

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step 1, he or she may within three (3) days after the decision, file the grievance with the Superintendent of Schools.
2. The Superintendent shall, within five (5) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievances.
3. The Superintendent shall, within three (3) days after such meeting, render his or her decision and the reasons therefor in writing to the aggrieved teacher.

C. STEP THREE

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step 2, he or she may within three (3) days after the decision, file the grievance with the Board of Education.
2. The Board of Education or Committee of the Board shall, within ten (10) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Board and, subject to FOIA and student confidentiality statutes, be made available to the Association upon written request.
3. The Board of Education or Committee of the Board shall, within three (3) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved teacher.

D. STEP FOUR

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step Three, he or she may within three (3) days after the decision, request in writing to the President of the Association that his or her grievance be submitted to arbitration.
2. The Association only may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). If the Association prefers to utilize the American Dispute Resolution Center (ADRC), it may so notify the Board. If the Board agrees to use the ADRC, then the parties will proceed in accordance with ADRC administrative procedures, practices and rules.
3. By mutual agreement, the parties may pursue expedited arbitration. The AAA or ADRC, as mutually selected by the parties, shall act as the administrator of the proceedings.
4. The arbitrator shall not add to, delete from, modify, change or amend any provision of this

Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest and shall be the exclusive remedy for an alleged breach of this Agreement, provided, however, neither party waives its right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any action to determine the arbitrability of the claim in dispute, the question or arbitrability shall be deemed a question of law for the court to determine.

5. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

Section 4.5 Rights of Teachers to Representation

- A. No reprisals of any kind shall be taken by either party or by any member of the administration or the Association against any participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at any level of the grievance procedure by a teacher of his or her own choosing. When a teacher is not represented by the Association, the Association shall be promptly notified and given the right to be present and to state its views at all stages of the procedure.

Section 4.6 Miscellaneous

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- B. Forms for filing and processing grievances and other procedural documents, shall be prepared by the Association. Nothing in this provision is to be interpreted as preventing the Board from preparing documents of its own to assist in the processing of grievances.

ARTICLE V **TEACHER BENEFITS**

Section 5.1 Degree Definitions

- A. The Salary Schedule listed in Appendix A of the Agreement shall be interpreted and applied in accordance with the following definitions:
 1. Bachelor: A baccalaureate degree earned at an accredited college or university.
 2. Bachelor +15: Fifteen (15) credits over and above the bachelor degree earned at an accredited college or university, subject to the approval of the Superintendent.
 3. Master: A one-year master's degree earned at an accredited college or university;

or thirty (30) credits over and above the bachelor's degree earned at an accredited college or university subject to the approval of the Superintendent.

4. Master +15: Fifteen (15) credits over and above the master degree earned at an accredited college or university, subject to the approval of the Superintendent.
 5. Sixth Year: A professional diploma or certificate awarded by an approved institution upon completion of a full year's study beyond the master's degree within a program specifically set up by the preparing institution, subject to the approval of the Superintendent. Qualifications for this lane may be met with evidence of having earned a second master's degree or thirty (30) additional credits over and above a master's degree, subject to the approval of the Superintendent.
- B. Such definitions shall not apply to the salary placement of any teacher employed prior to July 1, 1985. Where the Superintendent's approval is required such approval shall not be unreasonably withheld.

Section 5.2 Salary

- A. The salaries of all teachers covered by this Agreement are set forth in the appendices which are attached hereto and made part of this Agreement.
- B. The teacher's salary will be electronically deposited. If a scheduled pay day falls during a school vacation period (excluding summer vacation), the teacher's check will be electronically deposited on that scheduled payday.
 1. A schedule of pay dates shall be distributed at the beginning of the school year.
 2. Each teacher shall annually select a bank or credit union for the direct deposit of his or her net paycheck, provided that the cost of this process is de minimus. A teacher may select no more than two (2) banks or credit unions for direct deposit.
- C. If a teacher's employment is terminated prior to the end of the regular school year, the teacher will be paid a salary prorated on the basis of the number of days actually taught.
- D. Any teacher anticipating a change in degree status shall notify the Superintendent no later than January 1 of the academic year preceding the anticipated change, and upon written documentation of successful completion of the course of study, the teacher shall be placed upon the appropriate salary track. Notwithstanding successful completion of the course of study, a teacher failing to notify the Superintendent by the January 1 deadline may be required by the Superintendent to wait an additional year for placement on the new salary track, if, in the sole discretion of the Superintendent, the following year's budget will not allow for the new placement during that year.

Section 5.3 Insurance

- A. The Board of Education shall provide each full-time teacher, employed by the Board on or before July 1, 2013, with the option of enrolling in either one (1) of the health insurance plans listed in Paragraphs 1 and 2 and the choice of one (1) of the dental insurance plans listed in Paragraph 5 below. Any full-time teacher hired after the date first cited herein, shall have the option of enrolling in the health insurance plan listed in Paragraph 2 as well as enrolling in one (1) of the dental insurance plans, as described below:
1. Coverage for individual, two (2) person, or family (whichever is applicable) under the Anthem Blue Cross/Blue Shield Century Preferred Provider Plan (PPO) with the following co-pays and deductibles:
 - (a) Home and Office: Twenty-five dollars (\$25);
 - (b) Emergency Room: One hundred fifty dollars (\$150);
 - (c) Out-patient Surgical five hundred dollars (\$500);
 - (d) Per Hospital admission: five hundred dollars (\$500) per day to a maximum of one thousand five hundred dollars (\$1,500);
 - (e) Urgent Care seventy-five dollars (\$75);
 - (f) Preventive/Wellness Care according to age based schedules: zero dollar (\$0);
 - (g) Walk-in: Twenty-five dollars (\$25);
 - (h) High Diagnostic (HCD): Seventy-five dollars (\$75) copay to a three hundred seventy-five dollar (\$375) maximum per year;
 - (i) An unlimited lifetime maximum for in-network providers;
 - (j) Five hundred dollars (\$500) individual/one thousand dollars (\$1,000) two (2) person/one thousand five hundred dollars (\$1,500) family deductibles with a seventy/thirty percent (70/30%) coinsurance of fifteen thousand dollars (\$15,000);
 - (k) A calendar year out-of-pocket maximum of five thousand dollars (\$5,000)/ten thousand dollars (\$10,000)/fifteen thousand dollars (\$15,000) for out-of-network providers subject to usual, reasonable, and customary rates;
 - (l) Unlimited lifetime maximum for out-of-network providers; and
 - (m) A three (3) tier commercial managed care prescription rider with an unlimited calendar year maximum and the following co-payments: ten dollars (\$10) for generic/twenty-five dollars (\$25) for preferred brand name/forty dollars (\$40) for non-preferred brand name/two (2) times the foregoing co-pays for mail order.

2. Coverage for individual, or family (whichever is applicable) under the Anthem Lumenos High Deductible Health Plan Savings Account (HSA) with the following:
 - (a) Deductible \$2,500/\$5,000
 - (b) \$0 Office Visit, after deductible.
 - (c) \$0 Wellness Visit, deductible waived.
 - (d) \$0 Hospital Admission, after deductible.
 - (e) \$0 Outpatient Surgery, after deductible.
 - (f) \$0 Walk-In/Urgent Care/Emergency Room, after deductible.
 - (g) In/Out of Network deductible: \$2,500/\$5,00.
 - (h) In-Network Co-insurance 100% after deductible.
 - (i) Out-of-Network Co-insurance 70/30%, after deductible.
 - (j) Out-of-Pocket Maximum In-Network \$2,500/\$5,000 and \$5,000/\$10,000 Out-of-Network.
 - (k) Prescription: 100% after deductible.
4. These plans are more fully described in its summary of benefits, which are included for reference purposes only as Appendix B.
5. Coverage for individual, two person, or family (whichever is applicable), up to a calendar year maximum of two thousand dollars (\$2,000), under the Blue Cross/Blue Shield Full Service Dental Plan school year, which is summarized in Appendix B or in the Blue Cross/Blue Shield Flex Dental Plan #17, which is also summarized in Appendix B. Appendix B is included for reference purposes only.
6. Premium Share: The teacher premium share for individual and dependent coverage for the insurances set forth above shall be:
 - (a) Preferred Provider Plan
 - (1) 2013-2014: Eighteen and one half percent (18½%);
 - (2) 2014-2015: Nineteen percent (19%);
 - (3) 2013-2014: Nineteen percent (19%).
 - (b) High Deductible Health Plan
 - (1) 2013-2014: Fifteen percent (15%);
 - (2) 2014-2015: Sixteen percent (16%);
 - (3) 2013-2014: Seventeen percent (17%).

B. Life Insurance

Each teacher shall receive a thirty-five thousand dollar (\$35,000) life insurance policy paid in

full by the Board. Should any teacher wish to supplement this policy to forty thousand dollars (\$40,000), said teacher shall pay the difference in cost between the forty thousand dollars (\$40,000) policy and the thirty-five thousand dollar (\$35,000) policy.

- C. To be eligible to receive benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above. Any teacher electing insurance coverage shall so notify the Business Manager of elected coverage on or before June 1st of each year. Each employee will be informed of the premium in writing prior to the first or any revised deduction. A teacher may forego all health insurance benefits in lieu of contributing to the cost of premiums. All insurance benefits, including the reinstatement of discontinued benefits, shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.
- D. Teachers working less than full time shall be eligible to receive benefits set forth in Section 5.3, Paragraphs A and B on a prorata basis. The Board's contribution to the cost of coverage shall be an amount equal to the Board's contribution for full-time employees multiplied by the employee's fractional full-time teaching equivalent designation.
- E. Carrier Change
1. In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative or group. All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economics it may deem appropriate provided there is no decreases in the benefit that is negotiated. The board may insure with other companies, self-insure, or participate in a cooperative, consortium, collaborative process, or purchasing exchange, such as provided under Public Act 10-174 or otherwise allowed by law.
 2. The Board will provide the SEA thirty (30) days advanced written notification of its intent to change its insurance benefit provider(s). If the SEA does not agree with the proposed change(s), it shall provide the Board with a written statement detailing the reasons for such disagreement, specifically listing the changes in the level of benefits, service, or administration to which it objects. The SEA must submit this written statement within thirty (30) days of being provided notice. Failure to submit such statement within the thirty (30) time period shall be deemed agreement of the proposed change.
- F. The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the

event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 5.4 Deductions

- A. In addition to those payroll deductions required by law or authorized by the Board, teachers may make individual written requests to have sums regularly deducted from their salaries and paid to designated agencies for the following purposes:
1. Tax sheltered annuity payments.
 2. Credit Union deposits.
 3. Connecticut Education Association Dues.
 4. National Education Association Dues.
 5. Scotland Education Association Dues.
 6. Any deduction mutually agreed upon by the employee and the Board.

Section 5.5 Retirement

Upon retirement (or early retirement) each full time teacher with twenty (20) years or more of service to the Scotland School System shall receive two thousand two hundred fifty dollars (\$2,250) in recognition of their long term commitment to the Scotland Elementary School. Teachers who have committed fifteen to nineteen (15-19) years of service to the Scotland School System shall receive a one thousand two hundred dollar (\$1,200) severance.

Section 5.6 Protection of Teachers

Except in compelling circumstances, teachers shall report in writing, as soon as reasonably possible, but in no case more than within one (1) workday, to the building principal, any cases of assault suffered by them in connection with their employment.

ARTICLE VI

DUES DEDUCTION AND SERVICE FEE DEDUCTION

Section 6.1

All teachers employed by the Scotland Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be

equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

Section 6.2

The Scotland Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

Section 6.3

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

Section 6.4

The Association shall hold the employer harmless and indemnify the employer against all claims or demands of any sort, including attorney's fees, arising out of or as a result of this Article.

ARTICLE VII **TEACHING CONDITIONS**

Section 7.1 Lunch/Preparation Time

- A. Each teacher shall receive a thirty (30) minute duty free lunch period.
- B. Each teacher shall receive one hundred ninety (190) minutes per week of preparation and planning time. Loss of anticipated preparation time because classes are not in session will not be compensated or replaced. (e.g. without limitation, such situations could include late opening, early closure, weather closure, professional development days, or a partial week). Loss of preparation time to an activity required by the Superintendent will be replaced with preparation time scheduled within the same week as the loss.

Section 7.2 Complaint Policy

- A. Upon receiving a complaint, whether verbal or written, a Board member will give consideration to first referring the matter to the teacher for resolution. The Board member, or the Board if so involved, may refer the matter to an appropriate administrator for resolution. In all cases, the Board is free to inform the administration of the complaint.

- B. Any teacher seeking resolution of a complaint not satisfactorily resolved at the administrative must bring it to the Board's attention at a regularly scheduled Board meeting. Subject to any statutory limitations, the teacher may elect to do this during:
1. Teacher audience;
 2. Executive session.

Section 7.3 Work Year

The length of the work year will be one hundred eighty-eight (188) days. One hundred eighty days (180) shall be student days as defined in Connecticut General Statutes. The remaining eight (8) days shall be used in the following manner: One (1) day to be used as a pre-school work day, to be used for a general staff meeting as called by administration, and/or teacher classroom preparation; one (1) day to be used as a post-school work day to be used for general staff meeting as called by administration, and/or teacher classroom closing. The remaining six (6) days will be used as staff development days. Activities scheduled on these six (6) staff development days may include, but are not limited to, workshops, curriculum development, conferences, and visitations. The Board, the Superintendent, and Scotland Education Association shall work cooperatively in the development of CEU programs and professional development activities.

Section 7.4 Impact

If the Board of Education or the Administration increases the length of the work year beyond one hundred eighty-eight (188) days, the length of the student school day or the regular teacher work day, or the length of shortened days used for in-service or parent-teacher conferences so as to reduce time available for in-service, or if the Board of Education or the Administration reduces the length of teachers' duty-free lunch period, so as to effect more than a de minimis increase in teacher working hours or work load from that in effect on January 1, 1999, the Board of Education shall negotiate upon demand with the Association over the impact of such increase on salaries, if any. Failure to demand bargaining within fifteen (15) days after notice of the increase shall be deemed a waiver of impact bargaining.

Section 7.5 Class Size

The Scotland Board of Education and the Scotland Education Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. When class size becomes a factor in student achievement the teacher and/or principal will notify the Board. The Board will then respond to the need of this situation as they see fit.

ARTICLE VIII **WORKDAY AND MEETINGS**

Section 8.1 Workday

Teachers shall report to work no less than thirty (30) minutes prior to the opening of the school and shall remain at work no less than thirty (30) minutes after school closing.

Section 8.2 Meetings

- A. After school meetings shall begin within fifteen (15) minutes after the close of school and shall not exceed one and one half (1½) hours.
- B. At least one (1) week notice shall be provided for all staff meetings, except in cases of emergencies.
- C. Morning staff meetings may be held but shall not begin until 7:30 A.M.
- D. A limit of no more than fifteen (15) staff meetings shall be scheduled each year. A schedule of five (5) of those meetings will be given to the staff by the second week of school. A second schedule of another 5 meetings will be given to the staff by the first week of February. The remaining five (5) meetings can be scheduled at any time as long as notice is given. Committee meetings and crisis meetings shall not constitute staff meetings for the purpose of this paragraph.

Section 8.3 Evening Events

Staff attendance shall be required at the following evening activities: Open House, Parent Conference Nights, and any Music Programs in which the classroom teacher's students are involved. Such activities shall not exceed five (5) evenings per year. Attendance at additional evening meetings or activities shall be voluntary unless the staff is involved in the program. Attendance by part-time staff working less than half-time will not be required unless they are involved in the program.

ARTICLE IX
TEACHING ASSIGNMENTS AND TRANSFERS

Section 9.1 Teaching Assignments

Teachers initially employed by the Board shall receive their tentative grade levels and/or subject assignments from the Superintendent's office. Teachers already in the system shall receive notifications of their grades, levels, and/or subjects that they will teach for the ensuing school year by June 8. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the grades, level, and/or subjects that they will teach as soon as such change is determined.

Section 9.2 Vacancies

- A. A vacancy shall be defined as a position which is caused by death, retirement, discharge, resignation, elimination of a position, or the creation of a new position.
- B. All vacancies will be posted in the building and the central office for a minimum of ten (10) business days. The President of the Association will receive a copy of that posting.

1. The posted vacancy shall set forth the qualifications and job description for the vacant position.
 2. Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the Office of the Superintendent within the time limit specified in the posting.
 3. In filling any vacancy, internal candidates will be considered before external candidates.
- C. Teachers interested in vacancies that occur after the close of the school year and prior to the opening of the next school year shall submit a request for notification of postings to the Superintendent prior to the close of the school year. Also, vacancies that occur after the close of the school year and prior to the opening of the next school year will be brought to the attention of the President of the Association or his/her designee. Any such teacher and the President of the Association will be responsible for providing the Superintendent with an address to which they would like such summer notification to be sent.

Section 9.3 Teacher Transfers

A transfer may be voluntary or involuntary. Certification and performance as determined by a teacher's evaluations shall be a major consideration in all transfers. For purposes of this Article a transfer shall be defined as follows: 1) for program staff, a change in assignment from one program to another program; 2) a change in assignment from a program to a regular classroom position; and 3) a change in assignment from a regular classroom position.

Section 9.4 Voluntary Transfers

- A. Request must be made to the Superintendent of Schools in writing no later than March 1 of the preceding school year. The teacher shall indicate the grade and/or subject or program to which he/she wishes to be transferred.
- B. Prior to submitting a written request for a transfer, the teacher will meet with the current building principal to discuss the request.
- C. Transfers will be made only if an opening exists for which the teacher is certified and such transfer is in the best interest of the school system. When voluntary transfers are approved, the greater length of full time in the Scotland School System shall be a consideration.

Section 9.5 Involuntary Transfers

- A. When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.
- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher shall be notified in writing of the reason for the transfer.
- C. When involuntary transfers are necessary, the greater length of full-time service in the

Scotland School System shall be a consideration. Notice of transfer will be given to the teacher as soon as is practicable and under normal circumstances no later than June 8.

ARTICLE X **JUST CAUSE**

Section 10.1

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If a teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section 10.2

Any substantive complaint made to the school administration against a teacher, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

Section 10.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable just cause. If a teacher is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least twenty-four (24) hours advance notice and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Notwithstanding any provision of this Article to the contrary, teacher termination or non-renewal shall not be subject to this contract and the procedures set forth in §10-151 of the Connecticut General Statutes shall be exclusive with respect to such matters.

ARTICLE XI **REDUCTION IN FORCE**

Section 11.1 General Statement of Policy

It is recognized that under State law the Board of Education has the responsibility to maintain quality public schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

Section 11.2 Procedure

A. The Board of Education may, in the first instance, exercise its right and power to reduce the

number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

- B. The Board, or its designee, shall identify the professional personnel for termination in accordance with the following order of elimination of positions:
1. Vacancies due to retirement or resignation shall be considered before eliminations take place.
 2. Non-tenured professional staff.
 3. Tenured professional staff.
- C. If the position of a teacher who has attained tenure status is eliminated by the Board of Education, such teacher will be appointed to an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.
- D. If no vacant position exists to which a tenured teacher whose position has been eliminated may be appointed and there exists more than one (1) available position held by non-tenured teachers, the Superintendent shall determine which non-tenured teacher shall be displaced. While doing so, the Superintendent may consider the following criteria:
1. State Certification;
 2. Total longevity in the Scotland Elementary School from the most recent date of hire;
 3. Degree status (higher degree having higher status);
 4. Total teaching experience; and
 5. Performance as documented in the teacher's written evaluation.

Section 11.3 Policy Provision not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation although the teacher whose contract is to be terminated because of elimination of position is qualified or certified for the promotional position.

Section 11.4 Seniority Defined

Seniority shall mean total years of continuous teaching experience in the Scotland Elementary School from the most recent date of hire. In situations where two (2) or more tenure teachers have equal seniority, the five (5) criteria set forth in Section 11.2, Paragraph D shall be used, in descending order, to determine which contract shall be terminated.

Section 11.5 Recall

- A. Any teacher whose contract is terminated (pursuant to Article XI - Reduction in Force) shall be eligible for recall for a period of one (1) calendar year from the date of termination of his

or her contract in the event a position becomes vacant or is created and which the teacher is certified and qualified to teach. To be eligible for such recall, the teacher must provide the Superintendent with ten (10) self-addressed envelopes within five (5) days after his or her contract is terminated. If any teacher on recall is offered any position, he or she must be able to begin work within four (4) weeks from the date the notice is mailed or else waive any further recall rights.

- B. The last person whose contract is terminated shall be the first one on the recall list given notice for a position which he or she is certified and qualified to teach. In the event two (2) or more teachers are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving those teachers.

ARTICLE XII

LEAVES OF ABSENCE

Section 12.1 Sick Days

- A. Teachers shall be entitled to paid sick leave up to fifteen (15) working days each year. The Board may require a doctor's certificate after five (5) consecutive days of illness. If an examination is needed in order to provide a certification, the Board shall bear the cost of such medical examination only if the teacher's insurance does not cover the examination. If the Board requires a teacher to undergo a medical examination, the Board will reimburse the teacher for the office visit co-pay. Each year's unused sick days may accumulate up to a maximum of one hundred eighty (180) days. Each person shall be notified, in writing, of his/her accumulated sick leave at the beginning of the school year.
- B. During the course of an extended leave for medical reasons, the Superintendent of Schools may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work, the nature of the illness or disability, and the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board appointed physician to verify this information at no cost to the employee.
- C. Time taken for sick leave in amounts less than a full day will be charged to the teacher in two (2) hour blocks.

Section 12.2 Personal Days

- A. Each teacher may be entitled to five (5) personal days each year to attend to necessary personal business which cannot be transacted other than during work hours. Two (2) of these days may be used for any reason. To qualify for such leave, the teacher must request it through the office of the Principal stating reasons, and whenever possible, must make the request at least twenty-four (24) hours in advance. No personal days shall be taken immediately prior to or following any school vacation periods, long weekend or other blocks of time when the school is closed.

- B. Time taken for personal leave in amounts less than a full day will be charged to the teacher in two (2) hour blocks.

Section 12.3 Bereavement Days

- A. Each teacher shall be entitled to four (4) bereavement days leave in the event of death in the immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the teacher's home).
- B. Additionally, each teacher shall be entitled to one (1) bereavement day leave in the event of a death of a grandparent, grandchild, brother-in-law, or sister-in-law.
- C. If further leave is needed, it will be at the discretion of the Superintendent and deducted from the teacher's accumulated sick leave.
- D. All bereavement days shall be non-cumulative.

Section 12.4 Maternity Leave

- A. Maternity leave shall be granted by the Board in accordance with all applicable state and federal statutory and other law.
- B. Leaves of absence, without pay, for childrearing purposes, shall be granted by the Board of Education to tenured teachers. Such leaves shall begin within sixty (60) days of the birth or adoption. In general, this type of leave shall be limited to the remainder of the school year in which it is requested. Whenever a childrearing leave is granted in the last half of the school year, the length of leave may be extended by the Superintendent to one (1) or more semesters of the following school year if requested by the teacher. The length of the leave shall be specified whenever a leave is granted.

Section 12.5 Emergency Leave

Emergency leave may be granted based on individual circumstances by the Board of Education. This leave would be granted with deduction of substitute pay.

Section 12.6 Family Illness

- A. Each teacher shall be entitled to five (5) family illness days per year. These days shall be deducted from the teacher's accumulated sick leave.
- B. Civil union partners shall have the same leave benefits as provided herein to married teachers.
- C. Time taken for family illness in amounts less than a full day will be charged to the teacher in two (2) hour blocks.

Section 12.7 Jury Duty

Any teacher who is called for jury duty shall receive the necessary time off to fulfill this legal

obligation. This leave of absence shall not be deducted from sick leave or from personal days.

ARTICLE XIII

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the schools and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to establish contracts or subcontracts for school operations; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees; to discipline, suspend or dismiss employees; to prescribe rules for the management, studies and discipline within the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement. Nothing herein shall be construed as a waiver of the Association's right to require bargaining over changes in existing policies or past practices concerning mandatory subjects of bargaining.

ARTICLE XIV

NO STRIKE

The Association agrees that there shall be no strike or concerted refusal to render services that interfere with the orderly operation of the school system during the life of this Agreement.

ARTICLE XV

STIPENDS

Section 15.1 Head Teacher

The Head Teacher shall be in charge of the Scotland Elementary School upon the absence of the building administrator. Whenever it's known that the building administrator will be absent for a full day, a substitute teacher shall be hired to cover the Head Teacher's class when the Head Teacher is performing administrative duties. If the absence of the building administrator is unanticipated, a substitute will be hired as soon as available. The Head Teacher shall receive an annual stipend of one thousand five hundred dollars (\$1,500). Teachers who are interested in the Head Teacher position shall apply to the Principal by June 1st for the following year.

Section 15.2

Stipend positions covered by this Agreement are set forth in Appendix C which is attached hereto and made a part of this Agreement.

ARTICLE XVI
DURATION

Section 16.1

This Agreement shall take effect July 1, 2013 and will remain in full force and effect through June 30, 2016, inclusive. This Agreement contains the full and complete agreement of the parties on all bargainable issues. All prior agreements and understandings are void and of no force and effect unless specifically incorporated herein.

Section 16.2

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES:

SCOTLAND BOARD OF EDUCATION

SCOTLAND EDUCATION ASSOCIATION

By: Sherry Smardon
Sherry Smardon, Chairperson

By: Margery Jahnke
Margery Jahnke, Co-President

Linda Stefon
Linda Stefon, Co-President

December 11, 2012

December 11, 2012

APPENDIX A

SALARY SCHEDULE
2013-2014

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	40,221	41,873	43,655	45,563	47,469
2	41,818	43,471	45,252	47,160	49,067
3	43,417	45,069	46,851	48,759	50,666
4	45,013	46,666	48,449	50,355	52,263
5	46,755	48,409	50,191	52,099	54,006
6	48,818	50,472	52,219	54,129	56,037
7	51,654	52,500	54,280	56,189	58,097
8		55,628	56,443	58,352	60,259
9			60,247	62,194	64,138
10			62,453	64,399	66,344
11			65,228	67,224	69,216
12			67,377	69,402	71,424
13			70,224	72,299	74,371
14			73,615	75,730	77,844

There shall be no step movement during the 2013-2014 school year and teachers shall remain on the same step of the 2013-2014 salary schedule as they were on in the 2012-2013 salary schedule.

APPENDIX A
SALARY SCHEDULE
2014-2015

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	40,748	42,422	44,227	46,160	48,091
2	42,365	44,041	45,844	47,778	49,710
3	43,985	45,660	47,464	49,398	51,330
4	45,602	47,277	49,083	51,015	52,948
5	47,368	49,043	50,849	52,781	54,714
6	49,457	51,134	52,903	54,838	56,771
7	52,331	53,188	54,991	56,925	58,858
8		56,357	57,182	59,117	61,048
9			61,036	63,009	64,979
10			63,271	65,243	67,214
11			66,082	68,105	70,123
12			68,260	70,311	72,359
13			71,144	73,246	75,345
14			74,580	76,722	78,864

Teachers who are not on the maximum step of each salary lane shall move one step during the 2014-2015 school year.

APPENDIX A
SALARY SCHEDULE
2015-2016

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	41,277	42,973	44,802	46,760	48,716
2	42,916	44,613	46,440	48,399	50,356
3	44,557	46,253	48,081	50,040	51,997
4	46,195	47,982	49,721	51,678	53,636
5	47,984	49,681	51,510	53,467	55,425
6	50,100	51,798	53,591	55,551	57,509
7	53,011	53,880	55,706	57,665	59,623
8		57,090	57,926	59,885	61,842
9			61,830	63,828	65,823
10			64,094	66,091	68,087
11			66,941	68,990	71,035
12			69,147	71,225	73,300
13			72,069	74,199	76,325
14			75,549	77,720	79,889

Teachers who are not on the maximum step of each salary lane shall move one (1) step during the 2015-2016 school year.

APPENDIX B

MEDICAL/DENTAL INSURANCE BENEFITS

(for information only)

CENTURY PREFERRED PLAN

BENEFIT	CENTURY PREFERRED
Cost Shares	In-Network services subject to co-pays. Out-of-Network services subject to deductible and coinsurance <u>In-Network Co-pays:</u> <ul style="list-style-type: none"> • Office Visit: \$25. • Emergency Room: \$150. • Outpatient Surgery: \$500. • Per Hospital Admission: \$500 per day to a maximum of one thousand five hundred dollars (\$1,500). • High Diagnostic (HCD): \$75 (\$375 maximum per year). • Walk-in: \$25. • Urgent Care: \$75. • Wellness: \$0. • Lifetime maximum: Unlimited <u>Out-of-Network:</u> <ul style="list-style-type: none"> • Deductible \$500/\$1,000/\$1,500. • Coinsurance – 70% of \$15,000. • Annual out-of-pocket coinsurance maximum: \$5,000/\$10,000/\$15,000. • Lifetime Maximum Out-of-Network -- Unlimited.
<u>Preventive Care</u>	
Pediatric	Covered according to age-based schedule \$0 co-pay in-network.
Adult	Covered according to age-based schedule \$0 co-pay in-network.
Vision	Covered once every 2 years. Includes refraction, \$0 co-pay in-network;
Hearing	Covered once every 2 years \$0 co-pay in-network;
Gynecological	Covered once every year \$0 co-pay in-network;
<u>Medical Services</u>	
Medical Office Visit	\$25 co-pay in-network;
Outpatient FT/OT/Chiro/ Speech Therapy	Covered up to 50 combined treatments per member per calendar year

Allergy Services	\$25 co-pay in network for office visits and testing. No co-pay for injections.
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	\$25 co-pay in network. Prior authorization required after the 40 th visit.
Emergency Room	\$150 co-pay (waived if admitted). Must meet sudden & serious guidelines.
Urgent Care	\$75 co-pay
Ambulance	Covered both land and air.
<u>Inpatient Hospital</u>	<u>Note: All hospital admissions require pre-certification</u>
General/Medical/Surgical/ Maternity (Semi-Private)	\$500 co-pay in-network.
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$500 co-pay in-network.
Substance Abuse/Detox	\$500 co-pay in-network.
Rehabilitative	\$500 co-pay in-network. Covered up to 60 days per calendar year
Skilled Nursing Facility	\$500 co-pay in-network. Covered up to 120 days per calendar year.
Hospice	\$500 co-pay in-network. Covered up to 60 days
<u>Outpatient Hospital</u>	
Outpatient Surgery Facility Charges	\$\$\$500 co-pay in-network..
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
<u>Other Services</u>	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	Commercial—Three Tier Managed Rx: \$10 Generic/\$25 listed preferred brand/\$40 non-listed preferred brand /mail order 2 times co-pay. Unlimited maximum.

APPENDIX B

(continued)

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FLEX DENTAL PLAN #17

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to \$1,000 per insured person per calendar year for the services listed below:

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams – 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride – 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

BASIC SERVICES

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
 - Root canals
 - Stainless steel crowns (Primary Teeth)
 - Extractions
 - Oral Surgery
 - Repair of dentures – 1/Year
 - Relining of dentures – 1/2 Years
 - Recement crown
 - Recement bridge
 - Repair bridge
- Deductible: \$50 Individual
\$150 Family
(Deductible share between Basic
& Major Services)

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns – 1/Tooth/5 Years
 - Post and core - 1/Tooth/5 Years
 - Inlays - 1/Tooth/5 Years
 - Onlays - 1/Tooth/5 Years
 - Periodontics
 - Prosthodontics - 1/Tooth/5 Years
- Deductible: \$50 Individual
\$150 Family
(Deductible share between Basic
& Major Services)

Calendar Year Maximum

\$2,000 Per Person

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of the reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Anthem Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.

APPENDIX C

STIPEND SCHEDULE 2013 - 2016

Section C-1 Activities and Rate of Pay

	<u>2013-2016</u>
1. Homework Club:	\$31 per hour
2. Sports Club:	\$31 per hour
3. Drama Club:	\$31 per hour
4. CMT Club:	\$31 per hour
5. Geography Club:	\$31 per hour
6. Arts & Crafts Club:	\$31 per hour
7. TAG Teacher work on Science Fair:	Per diem for each day worked
8. Three (3) week summer session:	\$1,559
9. Nature's Classroom/Discovery Camp	\$100 for each over-night

Section C-2

This Agreement in no way limits any existing rights or discretion of the Board's, including but not limited to determining whether club, Science Fair, or summer session activities will take place in the first instance.